



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Yvonne Garthwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

July 31, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Dear Supervisors:

**APPROVAL OF EIGHT HOUSEKEEPING SERVICES AMENDMENTS**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Health Services, or his designee, to execute seven housekeeping service agreement amendments, of which five are with Pedus Building Services, Inc. (Pedus), Agreement Nos: H-202882-12, 68092-6, H-202890-14, H-202327-11, and H-203066-11 and two are with P.A.A. of California, Inc. (PAA), Agreement Nos: H-203078-8 and H-202910-10 effective September 1, 2003, to extend the terms on a month-to-month basis to expire no later than February 29, 2004, for a total contract maximum obligation of \$5,372,836.92, 100% net County cost.
2. Approve and instruct the Director of Health Services, or his designee, to execute one housekeeping services Agreement Amendment No. 71728-1 with PAA to: extend the term effective September 1, 2003, on a month-to-month basis to expire no later than February 29, 2004; and add the Living Wage Program, for a total contract maximum obligation of \$75,156.78, 100% net County cost.
3. Delegate authority to the Director of Health Services, or his designee, to obtain emergency services or expanded services at a cost not to exceed 5% of each maximum obligation, if it is within the receiving Department's budget, as reviewed by the Chief Administrative Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the above actions, the Board is authorizing the Director of the Department of Health Services (DHS or Department) to execute eight housekeeping service amendments that will extend the terms on a month-to-month basis to expire no later than February 29, 2004, with a related increase in costs. In addition to the extended term, Agreement Amendment No. 7 1728-1 with PAA also reflects a cost adjustment for the living wage program. The delegated authority to the Director is needed to have the flexibility to obtain emergency services or expanded services that have prior written approval.

Board approval of the recommended actions will allow DHS to continue housekeeping services and provide additional time to complete the Proposition A Housekeeping Services Request for Proposals (RFP) for all of these DHS facilities.

FISCAL IMPACT/FINANCING:

The total contract costs during the extension period for the eight agreements is \$5,447,993.70. (See Attachment A). Funding is included in the Fiscal Year 2003-04 Adopted Budget. The delegated authority for additional funding not to exceed 5% of the maximum obligations must be within the receiving Department's budget, as reviewed by the Chief Administrative Office (CAO). In the event the delegated authority for 5% is exercised, the additional funding for all the facility contracts could increase up to \$272,399.69.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The amendments will provide time for the Department to complete the re-solicitation of all housekeeping agreements. The Department intends to issue one RFP for all the facilities that include consistent statements of work and performance requirements so that we can obtain the most cost effective contract. The Department expects to return to the Board with recommendations for new agreements prior to December 31, 2003.

Seven of the housekeeping services agreement amendments are being extended with no increase in labor and administrative costs. Agreement Amendment No. 71728-1 with PAA includes an additional cost adjustment for the Living Wage program since the agreement has not been amended since August 8, 1998.

The delegated authority gives the facilities the flexibility to provide for emergency services or expanded services with prior written approval by the Facility's Administration and Finance staff. The Director, or his designee, will initiate a Change Notice describing the service to be provided, the amount of time required and the cost.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibits I through VIII as to form.

The Honorable Board of Supervisors  
July 31, 2003  
Page 3

CONTRACTING PROCESS:

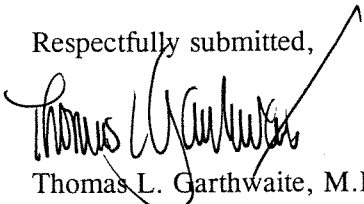
It is not appropriate to advertise agreement amendments on the Los Angeles County On-line Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Provision of contract housekeeping services will be allowed to continue at DHS facilities without interruption.

When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:lm

Attachments (8)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

blHousekeeping Board Letter1.wpd

## SUMMARY OF HOUSEKEEPING SERVICES AGREEMENT AMENDMENTS

CONTRACT NUMBER	FACILITY	PROVIDER	MAXIMUM OBLIGATION
H-202882-12	Harbor/UCLA Medical Center	Pedus Building Services, Inc.	FY 2003-04 \$2,350,486.50  Budget per Month: \$391,747.76
68092-6	Administrative Office Commerce	Pedus Building Services, Inc.	FY 2003-04 \$206,967.42  Budget per Month: \$783,495
H-202327-11	El Monte Comprehensive Health Center	Pedus Building Services, Inc.	FY 2003-04 \$150,019.92  Budget per Month: \$25,003.32
H-202890-14	Mid-Valley Comprehensive Health Center and additional health centers: Burbank Health Center; Glendale Health Center; Pacoima Health Center; San Fernando Health Center, Antelope Valley Health Center; Lake Los Angeles Primary Care Clinic; Littlerock Community Clinic; Valley Care Referral Center	Pedus Building Services, Inc.	FY 2003-04 \$330,921.00  Budget per Month: \$55,153.50
H-203066-11	Olive View/UCLA Medical Center	Pedus Building Services, Inc.	FY 2003-04 \$2,084,082.24  Budget per Month: \$347,347.04
H-203078-8	Ruth Temple Health Center	P.A.A. of California, Inc.	FY 2003-04 \$111,243.84  Budget per Month: \$18,540.64

H-202910-10	Long Beach Comprehensive Health Center	P.A.A. of California, Inc.	FY 2003-04 \$139,116.00  Budget per Month: \$23,186.45
71728-1	Various Health Centers Cost reflects adjustment for Living Wage Program	P.A.A. of California, Inc.	FY 2003-04 \$75,156.00  Budget per Month: \$12,526.13

TOTAL FY 2003-04 FUNDING: \$5,447,993.70

1. Type of Service:

Environmental housekeeping services

2. Agency Addresses and Contact Persons:

Pedus Building Services, Inc.  
601 Potrero Grande Drive, 3<sup>rd</sup> Floor  
Los Angeles, California 91754  
Attention: Enio Martinez, Vice President/General Manager  
Telephone: (323) 837-0222

P.A.A. of California, Inc.  
909 South Glendora Avenue  
West Covina, California 91790  
Attention: Alexander Elliott, President  
Telephone: (626) 966-1203

3. Term:

The agreements are being extended effective September 1, 2003, on a month-to-month basis to expire no later than February 29, 2004.

4. Financial Information:

See above chart.

5. Program Information:

The agreement amendments provide for housekeeping services, including, for example: custodial cleaning, window washing, light fixture cleaning, trash removal, and parking lot sweeping.

Contract No. H-202882-12

HOUSEKEEPING SERVICES AGREEMENT

HARBOR/UCLA MEDICAL CENTER

Amendment No. 12

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PEDUS BUILDING SERVICES, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HOUSEKEEPING SERVICES AGREEMENT HARBOR-UCLA MEDICAL CENTER",  
dated September 21, 1993, and any amendments thereto, all further  
identified as Agreement No. H-202882 (hereafter "Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than February 29,  
2004, and to make the changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 3 shall be attached to this Amendment and  
incorporated in Agreement by reference and shall replace Schedule  
2.

3. Agreement Paragraph 1, TERM, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on September 21, 1993, and shall continue on a month-to-month basis in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 57, UNSCHEDULED WORK, shall be added as follows:

"57. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be

completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule 3. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice



submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$117,524.32, without prior express approval of County's Board of Supervisors."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
PEDUS BUILDING SERVICES, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

AMENCD2980HskpgHarbor.LM  
7/30/03

PEDUS HOUSEKEEPING SERVICES AT  
HARBOR-UCLA  
MEDICAL CENTER  
ONE MONTH COST

SCHEDULE 3

**DIRECT COSTS**

- Labor (Management/Staffing)

- Salaries and Wages
- Employee Benefits
- Health Insurance
- Subtotal Labor

**BUDGETED COSTS**

\$237,511.74

\$76,694.01

\$25,715.66

**\$339,921.41**

- Services and Supplies

- Cleaning Supplies
- Materials (Restroom Supplies)
- Other S & S (Trash/Pest Control)
- Subtotal Services and Supplies

\$11,265.25

\$1,500.00

**\$12,765.25**

- Equipment

- New (see attached)
- Replacement
- Installation
- Equipment lease
- Subtotal Equipment

\$2,055.71

**\$2,055.71**

**LINE ITEM BUDGET - OLIVE VIEW MEDICAL CENTER**

- Other Direct Costs

- Utilities
- Maintenance
- Alterations and Repairs
- Other (see attached)
- Subtotal Other Direct Costs

**\$0.00**

- Start Up Costs

TOTAL DIRECT COSTS

**\$354,742.37**

**INDIRECT COSTS**

- General and Administrative (Overhead)
- Management Support Costs
- Gross Profit/Fee

\$14,802.16

\$22,203.23

TOTAL INDIRECT COSTS

**\$37,005.39**

**GRAND TOTAL DIRECT AND INDIRECT COSTS/**

**\$391,747.76**

**EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)**

**PER HOUR RATE FOR EXTRA HOURS  
AMOUNT**

S.T. \$15.55

O.T. \$23.33

Contract No. 68092-6

HOUSEKEEPING SERVICES AGREEMENT

DHS ADMINISTRATIVE OFFICES COMMERCE

Amendment No. 6

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PEDUS BUILDING SERVICES, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HOUSEKEEPING SERVICES AGREEMENT DHS ADMINISTRATIVE OFFICES  
COMMERCE", dated April 4, 1995, and any amendments thereto, all  
further identified as Agreement No. 68092 (hereafter  
"Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than February 29,  
2004, and to make the other changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 7 shall be attached to this Amendment and  
incorporated in Agreement by reference and shall replace  
Scheduled 6.

completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule.7 The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice

submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$10,348.37, without prior express approval of County's Board of Supervisors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

PEDUS BUILDING SERVICES, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

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7/22/03

PEDUS HOUSEKEEPING SERVICES AT  
DEPARTMENT OF HEALTH SERVICES  
ADMINISTRATIVE OFFICES - DHS  
ONE MONTH COST

SCHEDULE 7

**DIRECT COSTS**

- Labor (Management/Staffing)

- Salaries and Wages
- Employee Benefits
- Health Insurance
- Subtotal Labor

**BUDGETED COSTS**

\$17,925.81

\$6,096.14

\$2,274.46

\$26,296.41

- Services and Supplies

- Cleaning Supplies
- Materials (Restroom Supplies)
- Other S & S (Trash/Pest Control)
- Subtotal Services and Supplies

\$796.50

\$2,500.00

\$1,200.00

\$4,496.50

- Equipment

- New (see attached)
- Replacement
- Installation
- Equipment depreciation
- Subtotal Equipment

\$386.61

\$386.61

**LINE ITEM BUDGET - OLIVE VIEW MEDICAL CENTER**

- Other Direct Costs

- Utilities
- Maintenance
- Alterations and Repairs
- Other (see attached)
- Subtotal Other Direct Costs

\$0.00

- Start Up Costs

TOTAL DIRECT COSTS

\$31,179.52

**INDIRECT COSTS**

- General and Administrative (Overhead)
- Management Support Costs
- Gross Profit/Fee

\$1,326.02

\$1,989.03

TOTAL INDIRECT COSTS

\$3,315.05

GRAND TOTAL DIRECT AND INDIRECT COSTS/

\$34,494.57

EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)

PER HOUR RATE FOR EXTRA HOURS  
AMOUNT

S.T. \$17.26

O.T. \$25.89



Contract No. H-202327-11

HOUSEKEEPING SERVICES AGREEMENT

EL MONTE COMPREHENSIVE HEALTH CENTER

Amendment No. 11

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PEDUS BUILDING SERVICES, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HOUSEKEEPING SERVICES AGREEMENT EL MONTE COMPREHENSIVE HEALTH  
CENTER", dated April 1, 1993, and any amendments thereto, all  
further identified as Agreement No. H-202327 (hereafter  
"Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than February 29,  
2004, and to make the other changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 5 shall be attached to this Amendment and  
incorporated in Agreement by reference and shall replace Schedule  
4.

3. Agreement Paragraph 1, TERM, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on March 23, 1993, and shall continue on a month-to-month basis in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 57, UNSCHEDULED WORK, shall be added as follows:

"57. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be completed within two (2) days following the service.

For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule 5. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice submitted by the Contractor. If the County has not

approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$7,500.99, without prior express approval of County's Board of Supervisors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

PEDUS BUILDING SERVICES, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

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7/21/03

PEDUS HOUSEKEEPING SERVICES AT  
EL MONTE COMPREHENSIVE HEALTH CENTER

SCHEDULE 5

ONE MONTH COST

**DIRECT COSTS**

**BUDGETED COSTS**

- Labor (Management/Staffing)	
• Salaries and Wages	\$13,209.86
• Employee Benefits	\$3,930.55
• Health Insurance	\$1,643.16
• Subtotal Labor	<u>\$18,783.57</u>
- Services and Supplies	
• Cleaning Supplies	\$553.99
• Materials (Restroom Supplies)	\$2,000.00
• Other S & S (Trash/Pest Control)	\$850.00
• Subtotal Services and Supplies	<u>\$3,403.99</u>
- Equipment	
• New (see attached)	
• Replacement	
• Installation	
• Equipment depreciation	\$386.61
• Subtotal Equipment	<u>\$386.61</u>

**LINE ITEM BUDGET - OLIVE VIEW MEDICAL CENTER**

- Other Direct Costs	
• Utilities	
• Maintenance	
• Alterations and Repairs	
• Other (see attached)	
• Subtotal Other Direct Costs	<u>\$0.00</u>

- Start Up Costs

TOTAL DIRECT COSTS	<u>\$22,574.18</u>
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**INDIRECT COSTS**

• General and Administrative (Overhead)	
• Management Support Costs	\$971.66
• Gross Profit/Fee	\$1,457.49
TOTAL INDIRECT COSTS	<u>\$2,429.14</u>

GRAND TOTAL DIRECT AND INDIRECT COSTS/	<u>\$25,003.32</u>
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**EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)**

PER HOUR RATE FOR EXTRA HOURS  
AMOUNT

S.T. \$18.25

O.T. \$27.38

Contract No. H-202890-14

HOUSEKEEPING SERVICES AGREEMENT

MID-VALLEY COMPREHENSIVE HEALTH CENTER  
AND NORTH AREA HEALTH CENTERS

Amendment No. 14

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PEDUS BUILDING SERVICES, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HOUSEKEEPING SERVICES AGREEMENT MID-VALLEY COMPREHENSIVE HEALTH  
CENTER AND NORTH AREA HEALTH CENTERS", dated November 1, 1993,  
and any amendments thereto, all further identified as Agreement  
No. H-202890 (hereafter "Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than February 29,  
2004, and to make the other changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 1-M shall be attached to this Amendment and  
incorporated in Agreement by reference and shall replace Schedule  
1-L.

3. Agreement Paragraph 1, TERM, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on October 19, 1993, and shall continue on a month-to-month in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 57, UNSCHEDULED WORK, shall be added as follows:

"57. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be



completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule 1-M. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice

submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$16,546.05, without prior express approval of County's Board of Supervisors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

PEDUS BUILDING SERVICES, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

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7/21/03

PEDUS HOUSEKEEPING SERVICES AT  
MIDVALLEY COMPREHENSIVE CENTER AND  
NORTH AREA HEALTH CENTERS  
ONE MONTH COST

SCHEDULE 1-M

**DIRECT COSTS**

**BUDGETED COSTS**

- Labor (Management/Staffing)	
• Salaries and Wages	\$28,821.26
• Employee Benefits	\$10,513.35
• Health Insurance	\$3,250.21
• Subtotal Labor	<u>\$42,584.82</u>
- Services and Supplies	
• Cleaning Supplies	\$2,597.91
• Materials (Restroom Supplies)	\$2,654.64
• Other S & S (Trash/Pest Control)	\$2,232.15
• Subtotal Services and Supplies	<u>\$7,484.70</u>
- Equipment	
• New (see attached)	<u>                    </u>
• Replacement	<u>                    </u>
• Installation	<u>                    </u>
• Equipment lease	<u>                    </u>
• Subtotal Equipment	<u>\$0.00</u>

**LINE ITEM BUDGET - OLIVE VIEW MEDICAL CENTER**

- Other Direct Costs	
• Utilities	<u>                    </u>
• Maintenance	<u>                    </u>
• Alterations and Repairs	<u>                    </u>
• Other (see attached)	<u>                    </u>
• Subtotal Other Direct Costs	<u>\$0.00</u>

- Start Up Costs	<u>                    </u>
TOTAL DIRECT COSTS	<u>\$50,069.52</u>

**INDIRECT COSTS**

• General and Administrative (Overhead)	<u>\$2,033.59</u>
• Management Support Costs	<u>\$3,050.39</u>
• Gross Profit/Fee	<u>                    </u>
TOTAL INDIRECT COSTS	<u>\$5,083.98</u>

GRAND TOTAL DIRECT AND INDIRECT COSTS/	<u>\$55,153.50</u>
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**EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)**

PER HOUR RATE FOR EXTRA HOURS AMOUNT	S.T. <u>\$17.47</u>	O.T. <u>\$26.21</u>
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Contract No. H-203066-11

HOUSEKEEPING SERVICES AGREEMENT

OLIVE VIEW/UCLA MEDICAL CENTER

Amendment No. 11

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PEDUS BUILDING SERVICES, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HOUSEKEEPING SERVICES AGREEMENT OLIVE VIEW/UCLA MEDICAL CENTER",  
dated January 1, 1994, and any amendments thereto, all further  
identified as Agreement No. H-203066 (hereafter "Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than February 29,  
2004, and to make the other changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 5 shall be attached to this Amendment and  
incorporated in Agreement by reference and shall replace Schedule  
4.

3. Agreement Paragraph 1, TERM, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on December 21, 1993, and shall continue on a month-to-month basis in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 55, UNSCHEDULED WORK, shall be added as follows:

"55. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be

completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule 5. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice

submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$104,204.11, without prior express approval of County's Board of Supervisors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
PEDUS BUILDING SERVICES, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

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7/21/03

PEDUS HOUSEKEEPING SERVICES AT  
OLIVE VIEW/UCLA  
MEDICAL CENTER  
ONE MONTH COST

SCHEDULE 5

**DIRECT COSTS**

- Labor (Management/Staffing)

- Salaries and Wages
- Employee Benefits
- Health Insurance
- Subtotal Labor

**BUDGETED COSTS**

\$239,782.84

\$51,235.17

\$28,716.55

\$319,734.56

- Services and Supplies

- Cleaning Supplies
- Materials (Restroom Supplies)
- Other S & S (Trash/Pest Control)
- Subtotal Services and Supplies

\$7,975.41

\$0.00

\$1,750.00

\$9,725.41

- Equipment

- New (see attached)
- Replacement
- Installation
- Equipment lease
- Subtotal Equipment

\$0.00

\$0.00

\$1,901.07

\$1,901.07

**LINE ITEM BUDGET - OLIVE VIEW MEDICAL CENTER**

- Other Direct Costs

- Utilities
- Maintenance
- Alterations and Repairs
- Other (see attached)
- Subtotal Other Direct Costs

\$0.00

- Start Up Costs

TOTAL DIRECT COSTS

\$331,361.04

**INDIRECT COSTS**

- General and Administrative (Overhead)
- Management Support Costs
- Gross Profit/Fee

\$0.00

\$6,394.40

\$9,591.60

TOTAL INDIRECT COSTS

\$15,986.00

GRAND TOTAL DIRECT AND INDIRECT COSTS/

\$347,347.04

EXPENSES (ANNUAL FIXED REIMBURSEMENT AMOUNT)

PER HOUR RATE FOR EXTRA HOURS  
AMOUNT

S.T. \$16.02

O.T. \$24.03

HOUSEKEEPING SERVICES AGREEMENT

RUTH TEMPLE HEALTH CENTER

Amendment No. 8

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PORSHIA ALEXANDER OF AMERICA,  
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HOUSEKEEPING SERVICES AGREEMENT RUTH TEMPLE COMPREHENSIVE HEALTH  
CENTER", dated February 8, 1994, and any amendments thereto, all  
further identified as Agreement No. H-203078 (hereafter  
"Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than February 29,  
2004, and to make the changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 1-J shall be attached to this Amendment and  
incorporated in Agreement by reference and shall replace Schedule  
1-I.

3. Agreement Paragraph 1, TERM, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on February 8, 1994, and shall continue on a month-to-month basis in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 57, UNSCHEDULED WORK, shall be added as follows:

"57. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be

completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule 1-J. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice

submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$5,562.19, without prior express approval of County's Board of Supervisors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

PORSHIA ALEXANDER OF AMERICA,  
INC. \_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

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7/25/03

Schedule 1-J  
ONE MONTH BUDGET  
FOR  
HOUSEKEEPING SERVICES AT  
RUTH TEMPLE HEALTH CENTER

**DIRECT COSTS**

**BUDGETED COSTS**

Labor (Management/Staffing)  
Salaries/Wages  
Employee Benefits @ 2%  
Health Insurance  
Subtotal Labor

\$11,444.98  
170.82  
990.00  
\$12,605.80

Services and Supplies (S&S)  
Cleaning Supplies  
Materials  
Other S&S (specify)  
Subtotal Services and Supplies

\$ 594.93  
1,622.05  
590.65  
\$ 2,807.63

Equipment  
New  
Replacement  
Lease  
Installation (if any)  
Other (specify)  
Subtotal Equipment

65.67  
43.00  
38.83  
-0-  
-0-  
\$ 147.50

Other Direct Costs  
Utilities  
Maintenance  
Alterations and Repairs (if any)  
Others (specify)  
Subtotal Other Direct Costs

\$ -0-  
-0-  
-0-  
375.07  
\$ 375.07

Start up Costs

-0-

Total Direct Costs

\$15,936.00

**INDIRECT COSTS**

General and Administrative  
(Overhead)  
Management Support Costs,  
if applicable  
Gross Profit/Fee

\$ 796.80  
  
-0-  
1,807.85  
\$ 2,604.65

Total Indirect Costs

GRAND TOTAL DIRECT AND INDIRECT COSTS

\$18,540.65

PER HOUR RATE FOR EXTRA HOURS AMOUNT

S.T. \$21.46 O.T. 32.19



Contract No. H-202910-10

HOUSEKEEPING SERVICES AGREEMENT

LONG BEACH COMPREHENSIVE HEALTH CENTER

Amendment No. 10

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PORSHIA ALEXANDER OF AMERICA,  
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"HOUSEKEEPING SERVICES AGREEMENT LONG BEACH COMPREHENSIVE HEALTH  
CENTER", dated October 26, 1993, and any amendments thereto, all  
further identified as Agreement No. H-202910 (hereafter  
"Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than February 29,  
2004, and to make the other changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedule 1-K shall be attached to this Amendment and  
incorporated in Agreement by reference and shall replace Schedule  
1-J.

3. Agreement Paragraph 1, TERM, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on October 26, 1993, and shall continue on a month-to-month basis in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 55, UNSCHEDULED WORK, shall be added as follows:

"55. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be

completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule 1-K. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice

submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$6,955.80, without prior express approval of County's Board of Supervisors."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

PORSHIA ALEXANDER OF AMERICA,  
INC. \_\_\_\_\_

Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

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7/21/03

## ONE MONTH BUDGET

## SCHEDULE 1-K

## HOUSEKEEPING SERVICES

## LONG BEACH COMPREHENSIVE HEALTH CENTER

H202910

## DIRECT COSTS

## Labor (Management/Staffing)

Salaries/Wages	\$	15,944.35
Employee Benefits @ 2%		318.91
Health Insurance		1,413.91
Subtotal Labor	\$	17,677.17

## Services and Supplies (S&amp;S)

Cleaning Supplies	\$	392.77
Materials		1,256.81
Other S&S (specify)		919.29
Subtotal Services & Supplies	\$	2,568.87

## Equipment

New	\$	83.37
Replacement		10.52
Lease		
Installation (if any)		
Other (specify)		21.51
Subtotal Equipment	\$	115.40

## Other Direct Costs

Utilities	\$	99.41
Maintenance		0
Alterations and Repairs (if any)		0
Other (specify)		95.24
Subtotal Other Direct Costs	\$	194.65

## Start-up Costs

<b>Total Direct Costs</b>	\$	20,556.09
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## INDIRECT COSTS

General and Administrative (Overhead)	\$	408.07
Management Support Costs (if applicable)		0
Gross Profit/Fee		2,222.28
<b>Total Indirect Costs</b>	\$	2,630.33

GRAND TOTAL DIRECT AND INDIRECT COSTS	\$	23,186
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PER HOUR RATE FOR EXTRA HOURS AMOUNT

S.T. \$18.72 O.T. \$28.09

HOUSEKEEPING SERVICES AGREEMENT

SIX COUNTY HEALTH FACILITIES

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PORSHIA ALEXANDER OF AMERICA,  
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"Six County Health Facilities", dated August 18, 1998, further  
identified as Agreement No. 71728 (hereafter "Agreement"); and

WHEREAS, the parties have agreed to an extension of the term  
on a month-to-month basis to expire no later than beyond February  
29, 2004, adding Living Wage Program Language, and to make the  
other changes described hereinafter; and

WHEREAS, Agreement provides that changes to its terms may be  
made in the form of a written amendment which is formally  
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective September 1, 2003.
2. Schedules 2 and 3 shall be attached to this Amendment  
and incorporated in Agreement by reference and shall replace  
Schedule 1.

"A. The term of this Agreement shall commence on August 18, 1998, and shall continue on a month-to-month basis in full force and effect to and including February 29, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Paragraph 40, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, shall be revised in Agreement to read as follows:

"40. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority."



5. Paragraph 48, COMPLIANCE WITH LIVING WAGE PROGRAM, shall be added as follows:

"48. COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit I and incorporated by reference into and made a part of the Contract.

B. Payment of Living Wage Rates.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor

contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County

under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement.

"Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to

review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

C. Contractor's Submittal of Certified Monitoring Reports.

Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the contract, if the contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the contractor shall immediately inform the County of any pertinent facts known by the contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the contractor's operations in California.

E. County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in

California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees.

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and hand outs.

G. Enforcement and Remedies.

If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain

all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and



agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may

constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor

has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee

per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees. Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing

efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited.

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

J. Contractor Standards.

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Employee Retention Rights.

**Note: This paragraph applies only if the Contract involves the provision of services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.**

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair

Labor Standards Act; and

b. Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

2. Contractor is not required to hire a retention employee who:

a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a contractor.

3. Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a

retention employee on the same terms and conditions as Contractor's other employees.

L. Neutrality in Labor Relations.

Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act."

6. Paragraph 49, RECYCLED BOND PAPER, shall be added as follows:

"49. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement."

7. Paragraph 50, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, shall be added as follows:



"50. COMPLIANCE WITH THE COUNTY'S JURY SERVICE

PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in

any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes

within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit J, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

8. Paragraph 51, SAFELY SURRENDERED BABY LAW, shall be added as follows:

"51. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notify is set forth in Exhibit K of this Amendment."

9. Paragraph 52, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFETY SURRENDERED BABY LAW, shall be added as follows:

"52. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFETY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor

with the poster to be used.

10. Paragraph 53, UNSCHEDULED WORK, shall be added as follows:

"53. UNSCHEDULED WORK:

A. Delegated Authority: The Director, or his designee, may authorize the Contractor to perform unscheduled work, including, but not limited to, cleaning when the need for such work arises out of Emergency or Expanded services. In addition to the Contract Sum set forth in the attached schedule, there shall be funding of five percent (5%) of the Contract Sum for emergency or expanded services. For both emergency and expanded services, the County liaison will initiate a Change Notice that identifies the work to be done, the amount of time to be spent, and the cost. The Contractor will sign off on the Change Notice. In an emergency, the Change Notice will be completed within two (2) days following the service. For expanded services, the Change Notice shall be signed by both parties at least twenty-four (24) hours prior to the initiation of the expanded service.

B. Definition of Unscheduled Work: Unscheduled work is defined as follows:

- i. "Emergency" is defined as a situation wherein an immediate or quick response is necessary to prevent or lessen injury to persons or property, e.g., earthquake, broken pipes, and time is a critical factor.
- ii. "Expanded" is defined as an unforeseen increase in the need for services, which does not substantially change the amount or scope of coverage, e.g., lengthening of office hours, set forth herein.

C. Payment for Unscheduled Work: The Contractor shall invoice the County for the amounts agreed to between County and Contractor for the Unscheduled Work at the straight time (S.T.) or overtime rate (O.T.), as applicable, as identified in the attached Schedule 3 and 4. The amount billed for Emergency or Expanded Services shall be identified separately on the monthly invoice submitted by the Contractor. If the County has not approved the Emergency or Expanded Services in writing, no payments shall be due to the Contractor. In no event shall any annual total expenditure exceed the Contract Sum plus the additional funding at five percent (5%), \$3,757.83, without prior express approval

of County's Board of Supervisors."

11. Exhibit B, BILLING AND PAYMENT, Paragraph 3, INFLATION ADJUSTMENT AND CONTRACTOR'S FUTURE CONTRACT YEAR BUDGETS, shall be deleted in its entirety. In addition, all other references in Exhibit B to such inflation adjustments pursuant to Paragraph 3 shall be deleted in their entirety.

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
PEDUS BUILDING SERVICES, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

AMENCD2987HskpgSix.LM  
7/21/03



**Title 2 ADMINISTRATION****Chapter 2.201 LIVING WAGE PROGRAM****2.201.010 Findings.**

The Board of Supervisors finds that the county of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer."
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract;" or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract;" and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contract and/or one or more cafeteria services contract; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as

## **Title 2 ADMINISTRATION**

### **Chapter 2.201 LIVING WAGE PROGRAM**

such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.030 Prospective effect**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. \*It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

#### **2.201.040 Payment of Living Wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.050 Other provisions**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An Employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## **Title 2 ADMINISTRATION**

### **Chapter 2.201 LIVING WAGE PROGRAM**

- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Administrative Officer in conjunction with the affirmative action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer.
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act.
  - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

## **Title 2 ADMINISTRATION**

### **Chapter 2.201 LIVING WAGE PROGRAM**

- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other County requirement for employees of a Contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employers other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the Board of Supervisors the termination of the contract; and/or
  - 3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under section 501 (c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

## **Title 2 ADMINISTRATION**

### **Chapter 2.201 LIVING WAGE PROGRAM**

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenue in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenue or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 § 1, 1999: Ord 99-0048 § 1 (part), 1999.)

#### **2.201 .100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.(Ord. 99-0048 § 1 (part), 1999.).

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

### **Part II: Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

#### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

#### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

#### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

#### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

#### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

#### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

#### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

#### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

#### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

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**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

Schedule 2  
ONE MONTH BUDGET  
FOR  
HOUSEKEEPING SERVICES AT  
WHITTIER HEALTH CENTER  
CONTRACT 71728

DIRECT COSTS

BUDGETED COSTS

Labor (Management/Staffing)	
Salaries/Wages	\$ 5,670.11
Employee Benefits @ 2%	92.89
Health Insurance	<u>-0-</u>
Subtotal Labor	\$ 5,763.00
Services and Supplies (S&S)	
Cleaning Supplies	\$ 143.42
Materials	475.59
Other S&S (specify)	<u>225.67</u>
Subtotal Services and Supplies	\$ 844.68
Equipment	
New	2.56
Replacement	15.07
Lease	-0-
Installation (if any)	-0-
Other (specify)	<u>-0-</u>
Subtotal Equipment	\$ 17.63
Other Direct Costs	
Utilities	\$ -0-
Maintenance	-0-
Alterations and Repairs (if any)	3.07
Others (specify)	<u>17.59</u>
Subtotal Other Direct Costs	\$ <u>20.66</u>
Start up Costs	<u>-0-</u>
Total Direct Costs	\$ <u>6,645.97</u>

INDIRECT COSTS

General and Administrative (Overhead)	\$ 864.83
Management Support Costs, if applicable	-0-
Gross Profit/Fee	<u>500.72</u>
Total Indirect Costs	\$ <u>1,365.55</u>

GRAND TOTAL DIRECT AND INDIRECT COSTS

\$ 8,011.52

PER HOUR RATE FOR EXTRA HOURS AMOUNT

S.T. \$18.64 O.T. 27.96

Schedule 3  
ONE MONTH BUDGET  
FOR  
HOUSEKEEPING SERVICES AT  
LA PUENTE HEALTH CENTER  
CONTRACT 71728

DIRECT COSTS

BUDGETED COSTS

Labor (Management/Staffing)	
Salaries/Wages	\$ 3,053.12
Employee Benefits @ 2%	49.72
Health Insurance	-0-
Subtotal Labor	\$ 3,102.84
Services and Supplies (S&S)	
Cleaning Supplies	\$ 95.61
Materials	317.06
Other S&S (specify)	<u>236.28</u>
Subtotal Services and Supplies	\$ 648.95
Equipment	
New	\$ 1.71
Replacement	10.05
Lease	-0-
Installation (if any)	-0-
Other (specify)	<u>-0-</u>
Subtotal Equipment	\$ 11.76
Other Direct Costs	
Utilities	\$ -0-
Maintenance	-0-
Alterations and Repairs (if any)	2.05
Others (specify)	<u>11.72</u>
Subtotal Other Direct Costs	\$ 13.77
Start up Costs	<u>-0-</u>
Total Direct Costs	<u>\$3,777.52</u>

INDIRECT COSTS

General and Administrative (Overhead)	\$ 455.13
Management Support Costs, if applicable	-0-
Gross Profit/Fee	<u>282.16</u>
Total Indirect Costs	\$ <u>737.29</u>

GRAND TOTAL DIRECT AND INDIRECT COSTS

\$ 4,514.61

PER HOUR RATE FOR EXTRA HOURS AMOUNT

S.T. \$18.64 O.T. 27.96